



**FILED**  
Superior Court of California  
County of Los Angeles

**AUG 29 2016**

Sherri R. Carter, Executive Officer/Clerk  
By SA [Signature], Deputy  
Aldwin Lim

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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
12 **COUNTY OF LOS ANGELES**

**RECEIVED**  
MAY 12 2016  
BY: STEPHANIE AMADOR

14 RAFFI KEVORKIAN, on behalf of himself )  
and all others similarly situated, )  
15 )  
Plaintiff, )  
16 )  
v. )  
17 )  
18 SUPER MEX RESTAURANTS, INC., and )  
DOES 1 through 10, inclusive, )  
19 )  
Defendants. )  
20 )

Case No. BC559619

~~PROPOSED~~ ORDER AND JUDGMENT  
GRANTING FINAL APPROVAL OF CLASS  
ACTION SETTLEMENT, AND AWARDED  
ATTORNEY'S FEES AND COSTS TO  
CLASS COUNSEL AND INCENTIVE  
AWARD TO THE CLASS  
REPRESENTATIVE

**HEARING**

Date: June 16, 2016  
Time: 10:00 a.m.  
Dept.: 322  
Judge: Hon. William F. Highberger

1 In connection with the Motion For Preliminary Approval Of Class Action Settlement, the  
2 Court received the Stipulated Settlement Agreement and Release (hereinafter sometimes referred  
3 to as "Settlement" or "Agreement"), entered into between plaintiff Raffi Kevorkian ("Kevorkian"  
4 or "Plaintiff"), on behalf of himself and all others similarly situated, on the one hand, and  
5 defendant Super Mex Restaurants, Inc. ("Super Mex"), on the other hand, and their respective  
6 counsel of record.

7 On February 5, 2016, the Court granted preliminary approval of the Settlement.

8 On May 12, 2016, Plaintiff filed a Motion For Final Approval Of Class Action Settlement,  
9 And For Award Of Attorney's Fees And Costs To Class Counsel And Incentive Award To The  
10 Class Representative ("Motion").

11 The Court held a fairness (final approval) hearing on June 16, 2016.

12 Having duly considered all submissions and arguments presented, IT IS HEREBY  
13 ORDERED AND ADJUDGED AS FOLLOWS:<sup>1</sup>

14 1. The Court hereby grants final approval of the proposed Settlement upon the terms  
15 and conditions set forth in the Agreement. The Court finds that the terms of the proposed  
16 Settlement are fair, adequate and reasonable and comply with California Code of Civil Procedure  
17 § 382 and California Rules of Court Rule 3.769.

18 2. The Court orders that the following Settlement Class is certified for settlement  
19 purposes only:

20 "All consumers who, at any time during the period May 2, 2012 to April 7,  
21 2014, were provided an electronically printed receipt at the point of a sale or  
22 transaction at the Super Mex restaurant located at 5254 Faculty Avenue, Lakewood  
23 CA 90712, on which receipt was printed the expiration date of the consumer's credit  
24 card or debit card."

25 3. The Court finds that, for purposes of the Settlement, the above-defined Settlement  
26 Class meets all of the requirements for class certification. The Court further finds that, for

27  
28 <sup>1</sup> Capitalized terms in this Order shall have the same meanings as in the Agreement, unless  
indicated otherwise.

1 purposes of the Settlement, the requirements of California Code of Civil Procedure § 382 and  
2 California Rules of Court Rule 3.769 are satisfied and that (a) the Settlement Class is  
3 ascertainable, (b) the members of the Settlement Class are so numerous that joinder is  
4 impracticable, (c) there are questions of law and fact common to the Settlement Class members  
5 which predominate over any individual questions, (d) the representative Plaintiff's claims are  
6 typical of the claims of the Settlement Class members, (e) the Class Representative and Class  
7 Counsel have fairly, adequately, reasonably and competently represented and protected the  
8 interests of the Settlement Class throughout the litigation, and (f) a class action is superior to other  
9 available methods for the fair and efficient adjudication of the controversy.

10 4. The Court appoints plaintiff Raffi Kevorkian as the Class Representative for the  
11 Settlement Class.

12 5. The Court appoints attorney Chant Yedalian of Chant & Company A Professional  
13 Law Corporation as Class Counsel for the Settlement Class.

14 6. The Court finds that the Settlement is the product of serious, informed, non-  
15 collusive negotiations conducted at arm's-length by the Parties and with the assistance of Judge  
16 James R. Dunn. In making these findings, the Court considered, among other factors, the potential  
17 statutory damages claimed in the lawsuit on behalf of Plaintiff and members of the Settlement  
18 Class, Defendant's potential liability, the risks of continued litigation including trial outcome,  
19 delay and potential appeals, the substantial benefits available to the Settlement Class as a result of  
20 the Settlement, and the fact that the proposed Settlement represents a compromise of the Parties'  
21 respective positions rather than the result of a finding of liability at trial. The Court further finds  
22 that the terms of the Settlement have no obvious deficiencies and do not improperly grant  
23 preferential treatment to any individual member of the Settlement Class.

24 7. The Court finds that the notice that has been provided to Settlement Class  
25 members, as well as the means by which it was provided, including the Short-Form Notice, Full  
26 Notice, and Claim Form, all of which the Court previously approved, constitutes the best notice  
27 practicable under the circumstances and is in full compliance with the United States Constitution,  
28 the California Constitution, California Rules of Court, and the requirements of due process. The

1 Court further finds that the notice fully and accurately informed Settlement Class members of all  
2 material elements of the lawsuit and proposed class action Settlement, of each member's right to  
3 be excluded from the Settlement, and each member's right and opportunity to object to the  
4 proposed class action Settlement and be heard at the fairness (final approval) hearing.

5 8. The Court finds that the manner and content of the notice of Settlement has been  
6 complied with in conformity with this Court's previous Orders.

7 9. The Court finds that zero Settlement Class members have timely requested  
8 exclusion from the Settlement.

9 10. The Court finds that zero Settlement Class members have timely objected to the  
10 Settlement.

11 11. The Court finds that zero Settlement Class members have timely requested to  
12 appear or be heard at the final approval hearing.

13 12. All Settlement Class members who did not timely exclude themselves from the  
14 Settlement are bound by the Agreement, including the release contained in paragraph 21 of the  
15 Agreement.

16 13. The Court hereby directs the Parties to effectuate all terms of the Settlement and the  
17 Agreement.

18 14. The Court finds that the \$550 hourly rate of Class Counsel Chant Yedalian is  
19 reasonable based upon his respective qualifications, skills and experience.

20 15. The Court hereby awards \$97,500 in reasonable attorney's fees and costs to Class  
21 Counsel Chant Yedalian of Chant & Company A Professional Law Corporation. Defendant Super  
22 Mex shall make payment of this award to Class Counsel pursuant to the terms of the Agreement.

23 16. The Court hereby awards \$5,000 to the Class Representative, Raffi Kevorkian, as  
24 an incentive (service) award to compensate him for his service as the representative of the  
25 Settlement Class. Defendant Super Mex shall make payment of this award to the Class  
26 Representative pursuant to the terms of the Agreement.

27 17. Each of the Parties is to bear its own fees and costs except as expressly provided in  
28 the Agreement or in this Order and Judgment.

